

STEAMER TABLE.	
From San Francisco:	
Siberia	Dec. 24
Ventura	Dec. 26
For San Francisco:	
Alameda	Dec. 21
China	Dec. 24
Sierra	Dec. 27
From Vancouver:	
Aorangi	Jan. 14
For Vancouver:	
Mowere	Jan. 11

Nothing is achieved before it is thoroughly attempted. A Bulletin Ad. is a

# EVENING BULLETIN

3:30 O'CLOCK Tempting Attempt. EDITION

ONE VOTE FOR

THE EVENING BULLETIN  
\$1000.00 PRIZE CONTEST.  
TUESDAY, DEC. 27, 1904.  
THIS VOTE IS GOOD FOR THREE WEEKS FROM DATE.

VOL. XVI. No. 2956 HONOLULU, TERRITORY OF HAWAII, TUESDAY, DECEMBER 27, 1904 PRICE 5 CENTS

## NAVY MEN TO STUDY UNDER BRITISH ADMIRAL

### Beardslee Made Contract To Suit Concrete Co.

The original letter which the American-Hawaiian Construction Co. wrote to Governor Carter under date of December 7 regarding the Insane Asylum contract matter, contains some interesting statements. The voluminous document of about twenty typewritten pages includes affidavits, copies of letters, etc., to which Attorney Withington referred back in his last letter to the Governor.

Under date of December 7, regarding the Insane Asylum contract matter, contains some interesting statements. The voluminous document of about twenty typewritten pages includes affidavits, copies of letters, etc.

The document opens with a statement of the case, showing how the company bid for the contract without stipulating that a "hitherto unknown method of construction" was called for. Mr. Amweg thought that the blocks could be made by standard machines and accordingly bid and secured the contract, the only other bidder being the Concrete Construction Co.

Amweg on his arrival at Honolulu found out from what appeared to be reliable sources that the specifications had been drawn in the interest of the Concrete Construction Co. He and Mr. Gilman then called on Architect Beardslee. Sworn statements by Amweg and Gilman regarding this interview, are annexed. Amweg states that Beardslee said that he had so formed the specifications that the work would go to the Concrete Construction Co. for the people on the Coast could not secure on it, because he had specified the work to be done by a machine which Pinkham was trying to invent, and others could not get such a machine on the market. He had done this to control certain work here and cut out competition. Amweg suggested that Beardslee go to Holloway and tell him that there was no machine made to fill the requirements. Beardslee said: "How in hell can I do this, for I have buried my bridges behind me." He added that he had had to bluff the Public Works Department by saying that it was necessary to have the blocks denser than usual. Amweg was the only one he was afraid of. (This was specifically denied in Beardslee's letter to the Governor.)

Amweg asked Beardslee why he did not write to him about this matter and he answered: "Do you suppose I have put this thing in writing?" He also said that he had made specifications for the brick construction in such a way that the concrete building would be sure to win.

Amweg said he would use Pinkham's machine and Beardslee agreed to arrange it with Pinkham. Amweg called on the Attorney General the next day and laid the facts of the case before him. Later he met Beardslee, who blamed him for giving him lots of trouble. Holloway had wanted to know why he had specified something which was not in existence. He had told Holloway that the machine could be made and that Amweg's explanations were only subterfuges. He told Amweg that Pinkham "had cold feet on the proposition" but he would tell him that he could not get out of it and would have to stand by him. Pinkham was a friend of his and would not go back on him.

Amweg wanted to know what would happen if Pinkham after eight months failed to accomplish the job. Beardslee said if he let the Department know that it was the Pinkham interest which caused the delay, he would have no trouble in securing an extension of time.

Following this is a memorandum of a conversation between Amweg and Holloway at which Amweg told the facts above. Holloway asked why he bid on such a contract and told Amweg that if the contract was re-advised he would not consider him a responsible bidder.

A copy of a letter from Amweg to Beardslee offering to pay for a machine to do the work specified for, and also a general statement of the company's version of the case such as has been given before.

### ONOMEA EXCEEDS TOTAL ESTIMATE

Crop of Sugar For 1905 Slow In Starting And Is Late

### PLANT AND RATOONS, 1906, ARE WELL ADVANCED

REPORTS OF THE MANAGER AND TREASURER FOR PERIOD ENDING SEPT. 30—THE OUTPUT FOR 1904.

"We fell short of our estimate of cane by 425 tons, but overran on our estimate of outside planters' cane by \$20 tons, which gave us an excess of 452 tons over our total estimate," says Manager J. T. Mohr of the Onomea Sugar Co. In his annual report for the period ending September 30, 1904.

Of the 1905 crop, he says: "This crop was very slow in starting to grow this season, and owing to the late start and finish of taking off the 1903 crop (March 4th being the date we commenced to grind in 1903) everything was thrown fully two months late, which counts for a great deal on a crop."

"Since the middle of July this crop has made rapid strides, but still looks about from two to three months late, but a continuance of the splendid weather we are having may help us out considerably. The leafhopper has been (and is still) very bad in some places. Very bad on this crop but shows some signs of being somewhat, or else the cane is managing to keep ahead of them; we have tried several experiments to abate the nuisance. Our last effort has been with earwigs. On one field maula, which was very bad with the hopper short time ago, we find very few now, but show some earwigs. In fact, every stick of cane having one or more on it; we collected about 1200 of these earwigs off this particular field a few days ago and brought them down to a field of young ratoons near the sea coast and will watch and report results."

Speaking of the 1906 crop:

"The plant and ratoons for this crop are well advanced and in good shape. In fact never looked better at this time of year. We have planted this year 1630 acres, all of Yellow Caledonia, with 1012 acres Yellow Caledonia ratoons and 582 acres Rose Bamboo ratoons making a total area of 3022 acres for 1906 crop with possibly about from 600 to 800 acres planted by outsiders (our own laborers) in the gulches, sidehills and new land."

Mill Report—Output crop 1904, 10,529 1750-2000 tons; extraction, per ton cane (per cent juice drawn per ton cane), 95.32; days grinding, 130; cane ground (tons), 83,563; cane ground per day, 650.5; sugar produced per day, 84 305-2000 tons.

Estimate for 1905 gives 1898 acres and 7703 tons of sugar; 3,927 acres are under cultivation for 1906.

Proceeds Crop, 1904.—Gross proceeds, \$865,970.30; average per ton, \$79.16; net proceeds at mill, \$714,745.30.

Treasurer's report, summary of net receipts and disbursements for year, shows: Cash on hand Sept. 30, 1903, \$3,813.54; total receipts, \$775,530.91. Operating expenses on all crops, \$587,161.71; cash on hand Sept. 30, 1904, \$1,792.21.

Total operating expenses crop 1904, \$527,238.96; dividends paid for year, per cent, 160,000.

Realizations include: Gross sales sugars, as per N. Y. account sales received up to September 30, 1904, \$582,451.14; less charges N. Y. and Honolulu, including inter-island freight and marine insurance, \$111,781.30. Sales of seed cane, \$1,333.75. Total realizations, \$717,257.99.

### 'Frisco Differential, Says Mr. Hackfeld, Is Not Yet Changed

The new three years' contract recently signed in New York for the Hawaiian sugar planters with the American Sugar Refining Company, or the sugar trust, does not contain a certain clause touching on the price of sugar on delivery at San Francisco for the reason that the contract signed by E. D. Tenney and J. F. Hackfeld in the great Eastern city does not touch at all in this connection on the San Francisco end of the Hawaiian sugar business.

It has been stated that one of the most important clauses of the old contract between the Hawaiian sugar planters and the sugar trust had been left out of the new three years' contract; that this particular clause provided that sugar shipped to San Francisco should be sold to the trust at three-eighths of a cent a pound below the quotation at New York on the day of delivery at San Francisco.

This clause was omitted from the new contract for the good reason that the subject is not considered in the recent agreement, according to high authority.

President J. F. Hackfeld of H. Hackfeld & Company, who, with E. D. Tenney, represented the Hawaiian sugar planters in New York at the making of the new contract, stated this morning that the contract signed a couple of weeks ago had nothing to do with the San Francisco end of the Hawaiian sugar delivery business. He stated that the contract covered the New York end and, when questioned on the agreement as to the San Francisco three-eighths difference in price, being asked whether or not that would be settled by another contract, stated that it was quite likely that the San Francisco differential was the subject of another contract between Hawaiian planters and the trust.

"I know very little of the details of the contract already signed," said Mr. Hackfeld, "but these three-eighths said in the agreement recently reached, I believe, relative to the San Francisco price on delivery."

It is probable that the so-called San Francisco differential, the three-eighths difference in price on day of delivery at San Francisco, or whatever difference will be hereafter maintained, will be the subject of a separate contract.

Mr. Hackfeld remarked this forenoon that he considered it unlikely that this three-eighths differential would be done away with.

### SEND STUDENTS TO BRITISH TUTORS

[Associated Press Special Cable.] TOKIO, Japan, Dec. 27.—It is proposed to send Japanese naval students to the British Admiral at Shanghai for instructions.

### Got His Money

[Associated Press Special Cable.] SAN FRANCISCO, Cal., Dec. 27.—Battling Nelson has received the coin he claimed had been embezzled by his trainer and sparring partner. The cases against these men have been dismissed.

### Want Ammunition Restored To Them

[Associated Press Special Cable.] TOKIO, Japan, Dec. 27.—The Russians demand the restitution of the three million rounds of ammunition seized at Fengtai by the Chinese. They claim the ammunition was intended for Legation Guard and not for Port Arthur.

### Blizzard Prevails

[Associated Press Special Cable.] NEW YORK, N. Y., Dec. 27.—Blizzards and heavy storms are prevailing east of the Rockies.

### CONTRACT FOR DRY DOCK.

WASHINGTON, D. C., Dec. 27.—The contract for the completion of the Mare Island dry dock has been awarded to Schofield of Philadelphia for \$1,385,000.

### Board's Examinations Says Ashford, Are Not Up To Date

Although no new move had been expected in the Mikala Kaipu habeas corpus case before tomorrow, to which date the matter was continued, a new and interesting development transpired this morning in Judge Dole's court when Attorney C. W. Ashford, representing the petitioner, succeeded in having Judge Dole commission Dr. Day and Dr. Echida to examine Mikala Kaipu, and in getting the case continued until next Tuesday in order that the two physicians could have time to make thorough bacteriological examinations.

Immediately after the court had been opened Ashford arose and stated his planks. He said that since the last adjournment of the case he had made strenuous efforts to get physicians to make examinations of Mikala Kaipu. Both his Japanese physicians had made bacteriological tests of the mucous membrane of the nose but had not examined other portions of the woman's body. They were now unwilling to make such further examination on account of the developments which had transpired during the trial. They were afraid that their action would be viewed in the light that they were antagonistic to the Board of Health. They were also afraid that the question might lead to the bringing up of racial issues and refused to go ahead unless some white physician was associated with them in the case.

Now, Ashford had tried his best to procure the services of white physicians but he had been balked in his attempts. He could not get anyone of them to act in the matter in spite of the offering of retainers for professional services. He had consulted Dr. Day and Wood. Dr. Day said he would only be willing to take up the matter if he was commissioned by the court to do so. He was afraid that otherwise his position in the matter (Continued on Page 4.)

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Cannot By Succession Take From Office Predecessor

Supreme Court this morning renders decision in Bishop Libert vs. Mahe Paahao, exceptions from Circuit Court, action of ejectment for less than an acre of Kalihi land, in which the lower court, after striking out much of the plaintiff's evidence, ordered a nonsuit, overruling the exceptions.

Antonio Perry and T. McCanta Stewart for plaintiff and W. T. Rawlins and Thompson & Clements for defendant.

The decision is unanimous and Chief Justice Ewing writes the opinion of which the syllabus and a portion of the text are as follows:

When a plaintiff has rested, and much evidence essential to his case has been struck out or excluded, but other essential evidence has not been offered, a nonsuit may be ordered and the striking out or exclusion of the essential evidence is harmless.

The Bishop of the Roman Catholic Church in Hawaii is not a sole corporation and can not take by succession from his predecessor in office. To sustain ejectment, he must show a privity of title or estate between himself and his predecessor, if he claims under his predecessor, whether he claims by purchase or by adverse possession.

This is an action of ejectment for 55.100 of an acre of land situated at Kalihi, Oahu, covered by L. C. A. 10,458, R. P. 2546 to Nabino, part of a lot containing 1 53-100 acres, originally enclosed by one stone wall and used, according to plaintiff's claim, for forty years or so as a site for a Catholic church and a burying ground. The action was begun by the Right Reverend and Gustav F. Robert, Bishop of Honolulu, but before the trial his death was suggested and the present plaintiff, his successor in office, was substituted in his place.

It does not appear that the Bishop of the Roman Catholic Church in Hawaii has ever been created a corporation or even recognized as such by statute or judicial decision. Chapter 67 of the laws of 1895, in which a quitclaim of a piece of land that had been used by the Catholic church since 1828, was made and authorized to be made to the predecessor of Bishop Gulian, seems to have been framed on the supposition that the bishop was not a corporation. Section 1 quitclaimed the land to "Hermann Kockemann, Bishop of Oahu and Vicar Apostolic of the Hawaiian Islands." \* \* \* In trust for the Catholic Mission of the Hawaiian Islands.

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